

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TOWNSHIP OF LITTLE EGG HARBOR  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO DISTRICT COUNCIL #71  
  
(WHITE COLLAR)

JANUARY 1, 1997 THROUGH DECEMBER 31, 2000

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# PREAMBLE

THIS AGREEMENT entered into by the Township of Little Egg Harbor, hereinafter referred to as the "Employer" and Local 3304D affiliated with Council #71, American Federation of State, County and Municipal Employees, AFL-CIO, (AFSCME-White Collar Union), hereinafter referred to as the "Union", has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be the date of signing except that wage increases will be retroactive to January 1, 1997. This contract shall expire December 31, 2000.

## ARTICLE 1.

### RECOGNITION

- A. The Employer recognizes Council #71, American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive representative for the purpose of establishing salaries, wages and hours and other conditions of employment for all personnel listed in the classifications herein, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees, as established by the Laws of 1968, Chapter 303, and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.
- B. The bargaining unit shall consist of the following titles:
1. Public Safety Telecommunications Operator
  2. Public Safety Telecommunications Operator/Typist
  3. Public Safety Telecommunications Operator/Trainee
  4. Senior Public Safety Telecommunications Operator
  5. Senior Public Safety Telecommunications Operator/Typist
  6. Clerk
  7. Clerk Typist
  8. Clerk/Stenographer
  9. Clerk County Control
  10. Clerk/Registrar of Vital Statistics
  11. Senior Clerk
  12. Senior Clerk Typist
  13. Senior Clerk/Stenographer
  14. Senior Clerk County Control
  15. Senior Clerk Deputy Registrar
  16. Tax Clerk
  17. Tax Clerk Typist
  18. Senior Tax Clerk
  19. Senior Tax Clerk/Typist
  20. Account Clerk
  21. Senior Account Clerk
  22. Payroll Clerk
  23. Payroll Clerk/Typist
  24. Senior Payroll Clerk
  25. Senior Payroll Clerk/Typist
  26. Clerk Bookkeeper
  27. Senior Clerk Bookkeeper
  28. Violations Clerk
  29. Violations Clerk/Typist
  30. Senior Violations Clerk
  31. Senior Violations Clerk/Typist

32. Deputy Municipal Court Clerk
33. Deputy Municipal Court Clerk/Typist
34. Assistant Municipal Clerk
35. Assistant Municipal Tax Collector
36. Principal Assessing Clerk
37. Principal Payroll Clerk
38. Principal Payroll Clerk/Typist
39. Principal Tax Clerk
40. Assessor Trainee
41. Assessing Aide
42. Senior Assessing Aide
43. Assistant Assessor
44. Senior Assistant Assessor

- C. Part time Employees that work a minimum of twenty (20) hours per week shall be covered under this Agreement. This does not include seasonal or temporary Employees as defined by Civil Service. This does not include Blue Collar titles.

## ARTICLE 2.

### AGENCY SHOP

- A. The Township agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deduction shall commence for each Employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notices of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the Employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township to take any other action other than to hold the fee escrow pending resolutions of the appeal.
- F. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

### ARTICLE 3.

#### LIFE INSURANCE & MEDICAL PLANS

- A. Commencing on January 1, 1997, the Employer agrees to continue the existing health/medical insurance plan in effect. The Employees shall be subject to the \$100/\$300 deductible provided for in the said health plan, and shall be subject to 80/20 co-pay on the first \$2,000.00 of medical/health benefits/expenses, with a maximum out of pocket expense not to exceed \$700.00 per family. It is understood that coverage under this medical insurance plan is to remain the same as in medical plans prior to August 1994.
- B. During the term of this Agreement, the Employer reserves the right to change this plan or to make modifications to the aforesaid medical/health plan from time to time as it appears to be in the best interest of the Employer provided that there is no reduction in the level of benefits as provided in the medical plan.
- C. The Employer shall provide dental, prescription and vision coverage as also provided under this plan. There shall be no change in this coverage, except in the case of a new plan which provides the equivalent or better coverage.
- D. With prior determination and approval of the Business Administrator, Employees required to operate V.D.T. equipment shall be permitted to have yearly eye exams at the expense of the Township.
- E. Any Employee who works twenty (20) hours or more shall receive medical/health benefits.



ARTICLE 4.

VACATION

- A. Employees covered under this Agreement, shall be entitled to the following annual leave for vacation purposes, with pay in and for each calendar year.
- |                        |         |
|------------------------|---------|
| 1 - 3 years-----       | 12 days |
| 4 - 5 years-----       | 15 days |
| 6 - 10 years-----      | 20 days |
| 11 - 14 years-----     | 25 days |
| 15 years and over----- | 30 days |
- B. Upon mutual consent of Employer and Employee, the Employee shall be entitled to be reimbursed for unused vacation time at a straight time rate of pay under the following conditions:
- The maximum shall be one year of vacation time.
- C. Where in any calendar year, the vacation or any part thereof is not granted by reason of pressure of the Employer's business, such vacation periods, or parts thereof, not granted, shall accumulate and shall be granted during the next calendar year only.
- D. The rate of vacation pay shall be the Employee's regular rate on the payday immediately preceding the Employee's vacation, based upon a forty hour work week. Each Employee shall receive vacation pay prior to the start of the vacation period.
- E. After the first year, said Employees shall have the right to take all vacation days to which they would be entitled, at any time during the year, subject, however, to the approval of the Department Head in accordance with the needs of the Township, which approval shall not be unreasonably denied.
- F. Each Employee shall be eligible for five (5) days personal leave, per year, which may be used for personal business. Personal leave time shall not be accumulated. Except in emergency situations, Employees shall submit their requests to their supervisor forty-eight hours in advance.
- G. Public Safety Telecommunications Operators shall receive final notification of approval of vacation requests within seven (7) working days of submission.

## ARTICLE 5

### HOLIDAYS

A. The following days are recognized as paid holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Primary Election Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day
15. Martin Luther King
16. Floating Holiday

(The floating holiday shall be taken at the Employee's option with the approval of the Department Head).

B. Holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday. Public Safety Telecommunications Operators shall receive holiday pay for working on the following actual dates: January 1, July 4 and December 31.

C. Public Safety Telecommunications Operators shall rotate being scheduled off each year on Thanksgiving and Christmas Day, subject to the pressures of work and needs of the department as determined by the department head.

## ARTICLE 6.

### SICK LEAVE

- A. Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to a contagious disease.
- B. The first calendar year that an Employee is employed in a full time capacity, sick time shall be earned at a rate of one day for each calendar month that the Employee is employed. Thereafter, beginning on the first day of January, each Employee shall be entitled to sixteen (16) sick days. Such sick days shall accumulate from year to year to be used if and when needed by the Employee. Sick time for part time Employees shall be pro-rated.
- C. If an Employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the Employee's usual reporting time, except in those work situations where notice must be made prior to the Employee's starting time.
  - a. Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.
  - b. Absence without notice for five (5) consecutive days shall constitute a resignation under N.J.A.C. 4A:2-6.2.
- D. The Township may require proof of illness from Employee on sick leave where such a requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In all cases of reported illness or disability, the Township reserves the right to send the Township physician to investigate the report at the Township's expense.
  - a. If an Employee is absent for five (5) consecutive working days, as sick leave, a doctor's certificate shall be required.
- E. An Employee who has been absent on sick leave for periods totalling fifteen (15) days in any one calendar year consisting of a period of less than five (5) days shall have the sick leave record reviewed by the Township Administrator and thereafter, the Employee may be required to submit acceptable medical evidence for any additional sick leave in that year at the Employee's expense.
- F. In cases where an Employee is using sick time for a death in the immediate family in excess of the time allowed under the Bereavement Clause, the Township may require reasonable proof.
- G. Employees who are absent in an unauthorized manner may be

subject to disciplinary action being preferred against them.  
An unauthorized absence occurs when Employees:

- a. Feign illness or injury;
- b. Deceive the Township physician in any way as to their true condition;
- c. Violate any provisions concerning the reporting of sickness or injury.

H. Upon termination of employment with the Township, the Township will compensate the Employee for unused sick time.

- a. For termination other than retirement, sick time will be reimbursed at the then current rate of pay to a maximum of 1/2 of the Employee's annual salary. Persons covered under this Agreement hired on or after January 1, 1993, will be reimbursed to a maximum of 1/2 of the Employee's annual salary, up to a maximum of \$13,000.00.
- b. Upon retirement, the Employee shall receive payment for 75% of accumulated sick time at the rate of pay determined by averaging the Employees rate of pay for the last three years of employment. The Employee may choose to utilize any or all remaining sick time upon retirement or termination on a straight time basis at his/her discretion. Persons covered under this Agreement hired on or after January 1, 1993, will be reimbursed for 50% of all accumulated sick time up to a maximum of \$13,000.00.
- c. If an Employee dies while covered by this Agreement, his/her estate shall be paid in full for all accrued time within sixty (60) days of his/her death.

I. In the event a close relative of an Employee who is residing in the home of the Employee is hospitalized or confined to bed, due to an extremely serious illness or injury, the Employee shall be permitted to take a leave of absence for up to five (5) days for the purpose of attending to that close relative. At the discretion of the Department Head, a leave of absence of this nature may be granted for other appropriate reasons of similar nature. Additionally, the Department Head may approve a leave of absence of longer than five (5) days on a case-by-case basis.

J. Upon mutual consent of the Employer and Employee, the Employee shall be entitled to be reimbursed for unused sick time at a straight time rate of pay under the following conditions:

- The maximum shall be one year of sick time.

ARTICLE 7.

RATES OF PAY

- A. The pay scales for all Employees covered by this Agreement shall be set forth below.
- B.
  - a. Effective January 1, 1997, all Employees shall receive an increase of \$.58 per hour added to their base salary, retroactive to January 1, 1997.
  - b. Effective January 1, 1998, all Employees shall receive an increase of \$.60 per hour added to their base salary, retroactive to January 1, 1998.
  - c. Effective January 1, 1999, all Employees shall receive an increase of \$.63 per hour added to their base salary.
  - d. Effective January 1, 2000, all Employees shall receive an increase of \$.65 per hour added to their base salary.
- C. Pay calculations shall be treated as "Salaried Employees".
- D. Future hires hired prior to October 1st will receive increase, per contract, January 1st of the following year. Hired October 1st to December 31st will receive increase, per contract, January 1st of the year following one (1) full year's service.

- E. The following schedule shall be the hiring salary per each title listed, per each year listed:

CATEGORY 1 TITLES:

CLERK, CLERK/TYPIST, CLERK STENOGRAPHER, CLERK/COUNTY CONTROL, CLERK/REGISTRAR OF VITAL STATISTICS, ASSESSOR TRAINEE:

1997: \$8.00/HR. 1998: \$8.50/HR. 1999: \$9.00/HR.  
2000: \$9.50/HR.

TAX CLERK, TAX CLERK/TYPIST, ACCOUNT CLERK, CLERK BOOKKEEPER, PAYROLL CLERK, PAYROLL CLERK/TYPIST, VIOLATIONS CLERK, VIOLATIONS CLERK/TYPIST, PUBLIC SAFETY TELECOMMUNICATIONS OPERATOR/TRAINEE, ASSESSING AIDE:

1997: \$8.50/HR. 1998: \$9.00/HR. 1999: \$9.50/HR.  
2000: \$10.00/HR.

PUBLIC SAFETY TELECOMMUNICATIONS OPERATOR, PUBLIC SAFETY TELECOMMUNICATIONS OPERATOR/TYPIST, DEPUTY MUNICIPAL COURT CLERK, DEPUTY MUNICIPAL COURT CLERK/TYPIST:

1997: \$9.00/HR. 1998: \$9.50/HR. 1999: \$10.00/HR.  
2000: \$10.50/HR.

Any Employee covered under this Agreement hired on or after January 1, 1998, shall receive a step increment of \$.25 per hour increase on their anniversary date of hire. The Employee shall continue to receive this adjustment during his/her first five years of Employment. This step increment shall be in addition to any other negotiated increases.

If an Employee is promoted to a Senior Title, they shall receive a \$1,350.00 adjustment added to their base salary.

If an Employee is promoted to a Principal Title, they shall receive a \$1,400.00 adjustment added to their base salary.

If an Employee is promoted to an Assistant Title, they shall receive a \$1,500.00 adjustment added to their base salary.

If an Employee transfers from a lower category title to a higher category title (Categories 1, 2, & 3 as listed in this Agreement), their salary shall increase by \$1,000.00 for each category.

If an Employee transfers from a higher category title to a lower category title, their salary shall decrease by \$1,000.00 for each category.

## ARTICLE 8.

### CHECKOFF

The Employer agrees to deduct dues in accordance with the Law, and as designated by the Union, provided a signed authorization card for each Employee has been filed with the Employer. The monies deducted at the direction of the Employee shall be mailed to Council #71. AFSCME, as directed, according to a schedule agreed to by the Employer and the Union.

## ARTICLE 9.

### WORK SCHEDULES

- A. The regularly scheduled work week shall consist of five days, except for Employees in continuous operations as set forth hereafter.
- B. There shall be two fifteen (15) minute breaks allowed at any time during the day, subject to the Department Head's approval.
- C. All Employee's shall be allowed one (1) hour for a meal break; Public Safety Telecommunications Operators shall be allowed one (1) hour per shift, with pay, for lunch in the Municipal Building. Public Safety Telecommunications Operators shall be permitted to leave the building on lunch breaks provided they respond to Township supplied beeper emergency recall. The beeper is to be tested prior to the Employee leaving the building.
- D. Any Employee who performs duties outside of his/her title and in a higher classification for more than eight (8) consecutive hours, at the direction of the appropriate Department Head or Supervisor, shall be paid the higher rate of pay for that classification, for all such time from the first instance. Any Employee whose title specifically provides for assuming the duties of an Employee in a different title, shall not receive any adjustment to his/her regular rate of pay.
- E. Public Safety Telecommunications Operators shall work the following shifts:
  - 7:00 A.M. - 3:00 P.M.
  - 3:00 P.M. - 11:00 P.M.
  - 6:00 P.M. - 2:00 A.M.
  - 11:00 P.M. - 7:00 A.M.
  - 10:00 A.M. - 6:00 P.M.
  - 8:00 A.M. - 6:00 P.M. - Four days a week. NOTE: Any Public Safety Telecommunications Operator working this shift agrees that any time off requested during this ten (10) hour shift shall be deducted from personal, vacation, or sick time in ten (10) hour increments or parts thereof. Also holidays shall be paid at eight (8) hours of either time and one half or straight time depending on the work schedule.

Public Works Employees (White Collar, shall work the following shift:

7:30 A.M. - 1:30 P.M.

The above shifts, per management rights, may be revised, without a contract opener, with a one (1) month's notice.

- F. Public Safety Telecommunications Operators who work at least three (3) consecutive months in any given calendar year on the 11:00 P.M. to 7:00 A.M. shift, shall receive an annual shift differential of \$100.00 for 1997, \$250.00 for 1998, \$300.00 for 1999, and \$350.00 for 2000. This shift differential shall not be part of the Employees base salary and shall be paid no later than January 30th of the calendar year next following the year in which the Employee worked the shift.

#### ARTICLE 10.

##### CALL IN TIME

Any Employee who is required to return to work during periods, other than regularly scheduled hours, shall be paid straight time for such work (unless it shall be overtime, as herein provided), and shall be guaranteed not less than two (2) hours pay regardless of the number of hours actually worked. For purposes of this Article, overtime shall be those hours in excess of forty (40) hours per week, in which case, the rate of pay shall be time and one-half.

#### ARTICLE 11.

##### OVERTIME

- A. Overtime shall be considered as all time worked in excess of forty (40) hours per week and shall be compensated at the rate of one and one-half times the Employee's normal rate of pay.
- B. When an Employee works on a day designated as a paid holiday, he/she will receive one and one-half times the rate of pay, in addition to the paid holiday. If the Employee does not work the paid holiday, he/she shall receive straight time pay for said paid holiday.
- C. The Employees shall have the option of taking the overtime payments in money or in compensatory time off, with pay. Said compensatory time may be accumulated to a maximum of two hundred forty (240) hours within the contract year, to be used by the Employee at the discretion of the Department Head.



- D. Overtime work shall be voluntary, except in cases of emergency, and it should be offered on a voluntary basis first. Involuntary assignment of overtime, if necessary, is to be made in the reverse order of seniority.
- E. Overtime work shall be distributed as equally as possible among all members of the bargaining unit, in their respective classifications.
- F. Overtime shall be paid currently.
- G. Employees shall be paid two times the Employees regular rate of pay when called in on holidays.

## ARTICLE 12.

### SENIORITY

- A. Seniority is defined as an Employee's total length of service with the Employer, beginning with the original date of hire.
- B. An Employee having broken service with the Employer (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time not employed by the Employer.
- C. If a question arises concerning two or more Employees who were hired on the same date, the following shall apply:
  - If hired prior to the effective date of this Agreement, seniority preference among such Employees shall be determined by the order in which such Employees are already shown in the Employer's payroll records, first name, first preference, etc.
  - For Employees hired on the same date subsequent to the effective date of this Agreement, the preference shall be given in alphabetical order (Employee's last name).
- D. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each Employee covered by the Agreement and the Employer shall furnish copies of same to the Union in January and July of each year.
- E. Except where New Jersey Civil Service Statutes provide otherwise, in cases of provisional promotions, demotions,

layoff, recalls, vacation schedules or situations where substantially better working conditions are involved, an Employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

- F. In calculating contractual benefits, the time an Employee has served with the Township under CETA or similar Federal Programs, or any Grant Programs, and is subsequently hired on the regular Township payroll, that time, provided there has been no break in service, shall be counted.

### ARTICLE 13.

#### LONGEVITY

Effective January 1, 1998, all employees entitled to longevity shall have it added to their base salary. Longevity shall be placed on the Employees base salary on the Employee's Anniversary according to the following schedule as outlined below:

Five (5) years of service-----2% of Base Salary  
Eight (8) years of service-----4% of Base Salary  
Eleven (11) years of service-----6% of Base Salary  
Fourteen (14) years of service----8% of Base Salary  
Seventeen (17) years of service---10% of Base Salary

- B. Longevity payment shall commence with the start of the Employees fifth (5) year. Employees shall move to the next level on anniversary date of hire.
- C. Employees covered under this Agreement, hired on or after January 1, 1998 shall not be entitled to longevity.

### ARTICLE 14.

#### LEAVE OF ABSENCE

- A. Paid Leave: Paid leave of absence shall be allowed by the Employer for the benefit of the Employee, in accordance with the following conditions:
- a. Death in Family. In the event of a death in the immediate family of the Employee, which shall be defined as spouse, parent, spouse's parents, children, brother, sister, grandparents, and stepchildren, the Employee shall be granted five (5) days leave of absence with pay. Maximum of five (5) days in the event of travel, at the discretion of the Department Head. Two (2) days shall be granted for the death of any other relation.

- b. Jury Duty. The Employee shall be granted a leave of absence with pay, when required to report to jury duty and shall be paid the difference between any compensation received for jury duty and the regular pay, based upon a forty hour work week, for the period of jury duty.

B. Unpaid Leave of Absence:

- a. Education: After completion of one year of employment, any Employee, upon written request, may be granted a leave of absence, without pay, for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes under the terms of the Agreement.
- b. Maternity Leave: May be granted by the Township Committee upon the request of an Employee for extension or renewal for a period not to exceed six (6) months.
- c. Family Leave: Employees shall be eligible for "Family Leave" pursuant to the Family Leave Act, C.1989, C. 261. Rules for such leave are stated in Department of Personnel Rules and Regulations, N.J.S.A. 4A:6-1.21.

ARTICLE 15.

WORKMAN'S COMPENSATION

The Employer will provide New Jersey State Workman's Compensation.

ARTICLE 16.

LAYOFF

- A. In the event it becomes necessary to layoff Employees for any reason, Employees shall be laid off in the inverse order of their seniority within their particular job classification.
- B. Employees shall be recalled from the layoff, according to their seniority.

## ARTICLE 17.

### GRIEVANCE PROCEDURE

- A. Any grievance or dispute arising between the parties with respect to the application, meaning or interpretation of the sections contained in the Agreement, (also included in the scope of grievable items are disciplinary actions, shall be settled in the following manner:

Step 1: The aggrieved Employee, or the Union steward at the request of the Employee, shall take up the grievance with the Employee's immediate supervisor by filing a written grievance within thirty (30) working days from the date of the grievance or the date the Employee should reasonably have known of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance. The supervisor shall attempt to adjust the grievance and shall respond to the Employee or the Union steward within seven (7) working days, in writing.

Step 2: If the grievance has not been adjusted to the satisfaction of the Employee, it shall be presented in writing by the Union steward or the Union grievance committee to the Business Administrator within seven (7) working days after the supervisor's response is due. The Business Administrator shall meet with the Union steward or grievance committee and respond in writing within seven (7) working days. Failure to file the appeal to the Business Administrator within fifteen (15) working days as aforesaid shall constitute an abandonment of the grievance by the Employee and the Union.

Step 3: If the grievance has not been adjusted to the satisfaction of the Employee, it shall be presented in writing by the Union steward or the Union grievance committee to the Township Committee within seven (7) working days after the supervisor's response is due. The Township Committee shall meet with the Union steward or grievance committee at a special meeting and respond in writing within fifteen (15) working days. Failure to file an appeal to the Township Committee within seven (7) working days of the aforesaid shall constitute an abandonment of the grievance by the Employee and the Union. Following written determination by the Township Committee, either party shall have the right to request binding

arbitration in accordance with the provisions of this Agreement by serving written notice on the other party within fifteen (15) working days of the determination by the Township Committee.

Step 4: Arbitration. The Public Employment Relations Commission (PERC), in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator, who shall have full power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of the arbitration shall be borne equally by both parties.

- B. If any Employee shall exercise any right of appeal under existing or future Civil Service Statutes and Regulations, such Employee and the Union by such election shall be deemed to have waived the provisions of this article, including the right to binding arbitration.

#### ARTICLE 18.

##### STRIKES & LOCKOUTS

In addition to any other restriction under the law, the Union or members of the bargaining unit will not cause a strike or work stoppage of any kind, nor will any Employee take part in a strike, intentional slow down in the rate of work, or in any manner cause interference with, or stoppage of the Employer's work, provided the Employer follows the grievance procedure for which provisions is made herein; and the Employer shall not cause a lockout.

#### ARTICLE 19.

##### DISCIPLINE & DISCHARGE

- A. There shall be no discipline or discharge except for just cause.
- B. No form of discipline or reprimand shall be done in such a way that causes embarrassment to the Employee involved.
- C. Other than an oral reprimand, the Employee and the Union shall be furnished with a written copy of any disciplinary action taken, with the reasons therefore.
- D. Employees shall have the right to appeal any discipline

through the grievance and arbitration procedure. The appeal shall be instituted at a level of the grievance procedure deemed appropriate under the circumstances.

## ARTICLE 20.

### BILL OF RIGHTS

To ensure that the individual rights of Employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

- A. Any Employee shall be entitled to Union representation at each and every step of the grievance procedure, set forth in this Agreement.
- B. Any Employee shall be entitled to Union representation at each stage of a disciplinary hearing.
- C. No Employee shall be required by the Employer and/or its agents to submit to a non-criminal interrogation unless the Employee is afforded the opportunity of Union representation.
- D. No recording devices or stenographer of any kind shall be used during any departmental interrogation, unless both the Union and the Employer agree to their use prior to such interrogation, in writing.
- E. In all disciplinary hearings, the Employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
- F. An Employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions, as the result of the exercise of his rights under this Agreement.

## ARTICLE 21.

### MANAGEMENT RIGHTS

- A. Except as abridged, limited or modified by the terms of this Agreement, the Employer may exercise all rights, powers and duties, authorities and responsibilities conferred upon and invested in it by the Law and the Constitution of the State of New Jersey and the United States of America.
- B. Except as abridged, limited or modified by the terms of this Agreement, all such rights, powers, authority, prerogative of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.
- C. The Business Administrator may, at his discretion, curtail all non-essential activities within the confines of the Township Hall (building) during times of weather related or other uncontrolled situations and allow those non-essential Employees the use of their personal time off, during such times without due recourse of those essential employees required to remain at their normal assignments. Those non-essential Employees who, for whatever reason, wish to remain at their normal assignments during such curtailment, may do so without additional compensation. For the sake of this section only, essential Employees are those Employees within the Police and Court Departments and within this Agreement only.

## ARTICLE 22.

### EQUAL TREATMENT

There shall be no coercion, intimidation or discrimination on the part of either the Employer or the Union or their respective agents, officers or members, against any Employee covered by this Agreement for reasons of age, sex, color, religious belief, national origin, union membership or non-membership, or political affiliation. The Employer shall comply with all provisions of Americans with Disabilities Act.

## ARTICLE 23.

### SAFETY & HEALTH

At all times, the Employer will maintain safe and healthful working conditions, and will provide Employees with tools and devices that may be reasonably necessary to insure their health and safety.

## ARTICLE 24.

### GENERAL PROVISIONS

- A. Union Bulletin Board: The Employer agrees to furnish and maintain a suitable bulletin board, in a convenient place, in the Employee's work area, to be used by the Union.
- B. Union Activities: The Employer agrees, during working hours on the Employer's premises, without loss of pay, Union representatives shall be allowed to post union notices, distribute union literature, solicit union membership during other Employees non-working time, and attend negotiation meetings, transmit communications authorized by the local union or its officers to the Employer or it's representative, concerning the enforcement of any provision of this Agreement, provided that none of the above activities shall interfere with the work activities or schedule of the Employer. Meetings with individual members can be, at representative discretion, in a secluded area of the members' place of work or in any other area within the Township's buildings.
- C. Visits by Union Representatives: The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local union representatives, District Council representatives or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided prior notice has been furnished to the Employer and provided that none of such activities shall interfere with the Employer's work schedule and activities.
- D. The Employer shall pay all costs incurred by an Employee for the purpose of maintaining required licensure or certifications.
- E. Posting of Vacancies: The Township shall post all vacancies or newly created positions for a period of ten (10) working days prior to opening the position up to non-employees of the Township. The posting shall include salary and a brief job description of the title to be filled. A copy of the posting shall be sent or given to the Local Union Representative at time of posting.



ARTICLE 25.

UNIFORMS

The Employer agrees to provide each Public Safety Telecommunications Operator per year with uniforms as follows:

<u>Summer</u>	<u>Winter</u>
Two (2) shirts	Two (2) shirts
Two (2) pants or skirts	Two (2) pants or skirts

Public Safety Telecommunications Operators shall also receive one (1) pair of regulation shoes per year.

ARTICLE 26.

SAVINGS CLAUSE

It is understood and agreed that if any provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. If any provisions of this Agreement is found to be invalid, then the parties shall reopen this Agreement, within thirty (30) days of such determination.

ARTICLE 27.

TERMINATION & EXTENSION OF AGREEMENT

- A. This Agreement shall be effective and remain in full force and effect from January 1, 1997 through December 31, 2000, or until a successor Agreement is reached.

ARTICLE 28.

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all of the benefits the Employees are entitled to receive, notwithstanding, the established past practices in existence prior to this Agreement, and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective bargaining negotiations, leading to the signing and execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be signed by their proper officials, and their seals attached, the day and year first written above.

ATTEST:

*Elizabeth J. Miller, RMC* DATE: 5-05-98  
Township Clerk

TOWNSHIP OF LITTLE EGG HARBOR:

By: *C. Ann Blair* DATE: 5/5/98  
Mayor for the Township Committee

AFSCME LOCAL 3304D:

By: *Michelle Spalino* DATE: 5/5/98

By: *[Signature]* DATE: 5/9/98

*John P. Henmy* DATE: 5/18/98  
John P. Henmy, Associate Director